

10. Integration. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be changed, amended, extended, terminated, waived or discharged except by an instrument in writing signed by the parties hereto.

11. Expenses. Each party shall bear its own expenses for the preparation of this Agreement and for the performance of its obligations hereunder.

12. Headings. The headings of the provisions of this Agreement have been included for convenience only and no such heading shall in any way alter the meaning of any such provision.

13. Severability. The provisions of this Agreement are severable, and if any provision or portion thereof is declared invalid or unenforceable, all remaining provisions shall remain unaffected and shall be legally binding and enforceable.


14. Binding Effect. Each party represents that it has full legal authority to enter into, to execute, and to perform its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

15. Governing Law. This Agreement shall be construed under the laws of Florida, subject, however, to all applicable rules and regulations of the FCC.

16. Counterparts and Facsimile Copies. This Agreement may be executed by the parties in counterparts with the same force and effect as if the signatures to all counterpart pages were made upon the same copy of this Agreement. Facsimile signatures of this Agreement shall be legally binding.

IN WITNESS WHEREOF, the parties have duly executed this
Settlement Agreement on the date first written above.

PEACHES BROADCASTING, LTD.


By: Frederick Matthews
President
Peaches Productions
Group, Inc.,
General Partner

JEM PRODUCTIONS, LIMITED PARTNERSHIP

By: Joyce Morgan
General Partner

IN WITNESS WHEREOF, the parties have duly executed this
Settlement Agreement on the date first written above.

PEACHES BROADCASTING, LTD.

By: Frederick Matthews
President
Peaches Productions
Group, Inc.,
General Partner

JEM PRODUCTIONS, LIMITED PARTNERSHIP



By: Joyce Morgan
General Partner

DECLARATION OF CONSIDERATION

I, Frederick Matthews, President of Peaches Productions Group, Inc., the General Partner of Peaches Broadcasting, Ltd. ("Peaches") hereby certify that neither I nor anyone else representing Peaches has paid or promised to pay money or other thing of value in connection with the proposed dismissal of the application of JEM Productions, Limited Partnership ("JEM") (File No. BPH-891214ND) or the grant of Peaches' application (File No. BPH-891214MN), with the exception of the proposed reimbursement of \$25,000 of JEM's legitimate and prudent legal fees and expenses as set out in a declaration separately submitted by Joyce Morgan.

There are no oral agreements between JEM and Peaches.

Peaches considers the foregoing Settlement Agreement to be in the public interest because the settlement proposed therein will avoid the need for additional costly and protracted litigation, will conserve the resources of the FCC, and will expedite the inauguration of the first FM radio service to be licensed to Baldwin, Florida.

Peaches did not file its application for a construction permit for Channel 289A in Baldwin, Florida for the purpose of reaching or carrying out this Settlement Agreement or any other settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statement is true and correct.


Frederick Matthews

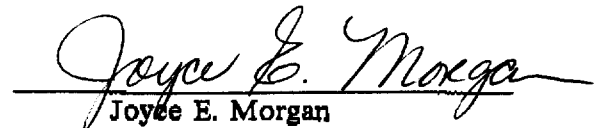
DECLARATION

I, Joyce E. Morgan, do hereby state as follows:

1. I am the General Partner and 50% owner of JEM PRODUCTIONS LIMITED PARTNERSHIP ("JEM"), an applicant for a new FM station on Channel 289A in Baldwin, Florida.
2. JEM has entered into a Settlement Agreement with Peaches Broadcasting, LTD. ("Peaches") one of the only five remaining mutually exclusive applicants for the facility, under which JEM has agreed to dismiss its application in exchange for reimbursement by Peaches of \$25,000.00 of JEM's legitimate and prudent prosecution expenses.
3. I believe that the Settlement Agreement with Peaches, which is the only agreement with Peaches, is in the public interest in that it will eliminate the need for further comparative proceedings, thereby conserving resources of the FCC and facilitating the initiation of a first FM radio service to Baldwin, Florida.
4. The JEM application was not filed for the purpose of reaching or carrying out this or any other settlement agreement.
5. Neither JEM nor its principals have received or been promised any monetary or other consideration apart from Peaches's promise to reimburse \$25,000.00 of JEM's approved legitimate and prudent prosecution expenses.
6. An itemized accounting of prosecution expenses of JEM in excess of \$25,000.00 is attached hereto, along with supporting documentation of expenses for professional services in accord with paragraph 17 and Note 54 of the Report and Order in MM Docket No. 90-263, FCC 90-411 (rel. 12/21/90), 6 FCC Rcd 85 (1990).

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed this 29th day of October, 1991.


Joyce E. Morgan

Note: This declaration which is being submitted to the FCC is transmitted by Fax but with an original signature.

ITEMIZED EXPENSES-JEM PRODUCTIONS LIMITED PARTNERSHIP

FCC Filing Fee (12/89)	\$ 1,800.00
FCC Hearing Fee (03/90)	6,760.00
Travel/Lodging for Hearing JEM Principals (08/91)	2,200.00
Travel, Joyce E. Morgan to New York to meet Peter Knobel, Limited Partner and from Texas to Jacksonville to attend deposition	675.00
Expenses of Joyce E. Morgan for Long Distance Telephone, Fax, Mailing, out-of-pocket & other Miscellaneous Expenses	286.00
Engineering & Consulting Services (including out-of-pocket expenses for reproduction of documents, mailing, long distances telephone, fax & other miscellaneous expenses) Salvador A. Serrano & George Enuton (10/89-10/91)	10,000.00
Legal Services (including expenses for transcript of depositions in Jacksonville, Florida and Washington D.C., travel & lodging for attorney in Jacksonville, Florida to attend depositions and legal expenses for reproduction of documents, fax, mailing, word processing, long distance telephones, etc.) Avelino G. Halagao & Associates (03/91-10/91) Ronald Ray Austin (04/09/90-04/12/90)	 12,000.00 170.00
Local Public Notice-Advertising (The Florida Times-Union)	784.00
TOTAL	<hr/> \$ 34,675.00

APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION

For COMMISSION Fee Use Only	FEE NO:	For APPLICANT Fee Use Only
	FEE TYPE:	Is a fee submitted with this application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	FEE AMT:	If fee exempt (see 47 C.F.R. Section 1.1112), indicate reason therefor (check one box): <input type="checkbox"/> Noncommercial educational licensee <input type="checkbox"/> Governmental entity
	ID SEQ:	FOR COMMISSION USE ONLY FILE NO.

Section 1 - GENERAL INFORMATION

1. Name of Applicant JEM Productions, Limited Partnership C/O Joyce E. Morgan			Send notices and communications to the following person at the address below: Name Salvador A. Serrano		
Street Address or P.O. Box 2372 Pacific Silver Dr.			Street Address or P.O. Box 7205 Enterprise Avenue		
City Jacksonville	State FL	ZIP Code 32216	City McLean	State VA	ZIP Code 22101
Telephone No. (Include Area Code) 904- 642- 6329			Telephone No. (Include Area Code) 703-734-0477		

2. This application is for: ☐ AM ☒ FM ☐ TV

(a) Channel No. or Frequency 289A	(b) Principal Community Baldwin	City Baldwin	State FL.
--------------------------------------	------------------------------------	-----------------	--------------

(c) Check one of the following boxes:

☒ Application for NEW station

☐ MAJOR change in licensed facilities; call sign: _____

☐ MINOR change in licensed facilities; call sign: _____

☐ MAJOR modification of construction permit; call sign: _____

File No. of co

☐ MINOR modl

File No. of co

☐ AMENDMENT

NOTE: It is not ne
submit only Sectio

3. Is this applicatio

If Yes, state:

JOYCE MORGAN PHONE 642-6329 2372 PACIFIC SILVER DRIVE JACKSONVILLE, FL 32216		835
PAY TO THE ORDER OF <u>Federal Communications Commission</u>		<u>Dec 13, 89</u>
<u>One thousand eight hundred and 00/100</u>		<u>1,800.00</u>
CENTRAL CREDIT UNION OF FLORIDA		DOLLARS
FOR <u>"Fm" Station Filing Fee</u>		<u>Joyce E. Morgan</u>
⑆26328⑆750⑆ 8⑆00026447⑆		0835

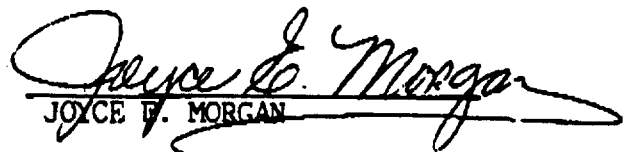
EXHIBIT L8

FINANCIAL STATEMENT

This letter is to certify and produce documentation to the fact that I, Joyce Morgan, paid the fee for the upcoming FCC hearing regarding the construction permit for a new FM Station in Baldwin Florida.

I have contacted my bank about getting a copy of the check, but in the meantime, I am submitting this statement along with a copy of my bank statement showing that check number 101 was paid in the amount of \$6,760.00.

I will forward the copy of the check as soon as its received from my bank.


JOYCE E. MORGAN

AVELINO G. HALAGAO & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW

AGREEMENT TO RETAIN COUNSEL

1. I, the undersigned client hereby request and authorize the law firm of AVELINO G. HALAGAO & ASSOCIATES to represent me in the following matter(s):

For Construction Permit for a New FM Station on Channel 289A
in Baldwin, Florida before the Federal Communications Commission
(FCC).

2. BASIC FEE:

The client agrees to compensate the attorney on the following basis:

" SEE ATTACHED "

3. RETAINER FEE:

The client shall pay a retainer fee of \$ 1,500.00 .

The retainer is not refundable.

4. THE BASIC FEE DOES NOT COVER:

The client shall pay all necessary court costs, filing fees, application fees long distance telephone costs, and all necessary incidental out-of-pocket expenses. Also, travel, transportation, hotel, lodging expenses when attorney is representing client out of Wash., for depositions and/or other hearings.

5. DUE UPON RECEIPT :

Statements for service(s) rendered are payable upon receipt.

JEM PRODUCTION LIMITED PARTNERSHIP

By: Joyce E. Morgan
Joyce E. Morgan, General Partner

(client)

Avelino G. Halagao
Avelino G. Halagao

(for Halagao & Associates)

March 12, 1991
Date

03/07/91
Date

Legal Fee:

Joyce E. Morgan on behalf of JEM Production Limited Partnership hereby agrees to pay the law firm of Avelino G. Halagao a basic fee of Five Thousand Dollars (\$5,000.00). However, if the case goes into a full hearing and/or an appeal and the amount of the legal fee computed at our standard rate of \$125.00 per hour far exceeds the agreed fee of \$5,000.00, Joyce E. Morgan agrees to pay a contingent fee, contingent on final award of construction permit. The contingent fee shall be mutually agreed upon by the parties and shall be based on the actual amount of time spent and shall not exceed \$5,000.00.

The basic fee of \$5,000.00 shall be paid as follows: \$1,500.0 shall be paid as retainer (non-refundable) upon signing of this agreement; \$1,000.00 on or before pre-hearing; \$1,000.00 on or before depositions; \$1,500.00 before hearing in Washington. If a contingent fee shall be paid, the aforesaid fee shall be paid upon the issuance of the construction permit by the FCC.

(703) 441-9649

Aracelis G. Halagao
ATTORNEY AT LAW

SUITE 900-NORTH
7788 LEEBURG PIKE
FALLS CHURCH, VIRGINIA 22043-2413
PHONE (703) 847-8803
FAX (703) 847-8388

August 10, 1991

Ms. Joyce Morgan
1420 Vanderbilt West #1303
Fort Worth, Texas 76120

STATEMENT OF ACCOUNT

FOR PROFESSIONAL AND LEGAL SERVICES:

Representation for JEM Productions Limited
Partnership in an Application for a Con-
struction Permit for a New FM Station on
Channel 289A in Baldwin, Florida

BASIC FEE STATEMENT:

Retainer Fee 03/12/91	\$ 1,500.00
Second Payment 05/06/91	1,000.00
Third Payment 06/15/91	1,000.00

TOTAL PAYMENT	\$ 3,500.00
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BASIC FEE	\$ 5,000.00
TOTAL PAYMENT	3,500.00

BALANCE DUE BEFORE HEARING IN D.C.	\$ 1,500.00
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OUT-OF-POCKET EXPENSES:

ADVANCE EXPENSES PAID 06/15/91	\$ 1,000.00
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EXPENSES MADE & ESTIMATED:

Airplane Tickets from Wash.,DC to Jacksonville & Back	(228.00)
Hertz Car Rental (see attached)	(106.94)

JOYCE E. MORGAN

1420 Vanderbilt West #1303
Fort Worth, TX 76120

August 20, 1991

Mr. Avelino Halagao
Attorney-at-law
7799 Leesburg Pike, Suite 900-North
Falls Church, VA 22043-2413

Dear Mr. Halagao:

Enclosed is a check for \$1,500.00. As per our retainer agreement this is the amount that was to be paid for the FCC hearing on the Baldwin application.

Thank you so much for your continued hard work.

Sincerely,

Joyce Morgan
Joyce Morgan
JEM PRODUCTIONS, LIMITED PARTERSHIP

JOYCE E. MORGAN
2372 PACIFIC SILVER DRIVE
JACKSONVILLE, FL 32216

106

83-0688 24/2080

Aug 19 1991

Mr. Avelino Halagao \$ 1,500.00
Pay to the Order of
One thousand five hundred and 00/100 Dollars

CITIBANK

CITIBANK, P.A.
1700 DONALD BOWLEMAN
MIAMI, FL 33178

Final payment

Joyce E. Morgan

⑆266086594⑆

2306116483 0105

JOYCE E. MORGAN

1420 Vanderbilt West #1303
Fort Worth, TX 76120

August 20, 1991

Mr. Avelino Halagao
Attorney-at-law
7799 Leesburg Pike, Suite 900-North
Falls Church, VA 22043-2413

Dear Mr. Halagao:

Enclosed is a check for \$1,500.00. As per our retainer agreement this is the amount that was to be paid for the FCC hearing on the Baldwin application.

Thank you so much for your continued hard work.

Telephone including Long
Distance Calls, Copying, Postage,
Federal Express, FAX, Binding,
Word Processing, Courier, parking
etc. by Law Office*

(600.00)

Advance Payment Balance

\$ 65.06

* Estimated. Detailed Statement
shall be provided in Final
Accounting (see attached partial
receipts submitted)

Note: Transcript of Depositions
in Washington, D.C. & Jacksonville,
Florida has not been paid. See 1st
Bill attached for just one deposition
(\$181.73).

Avelino G. Halagao
ATTORNEY AT LAW

SUITE 900-NORTH
7799 LEESBURG PIKE
FALLS CHURCH, VIRGINIA 22043-2413
PHONE (703) 847-6803
FAX (703) 847-9396

October 28, 1991

Ms. Joyce E. Morgan
1420 Vanderbilt West #1303
Fort Worth, Texas 76120

STATEMENT OF ACCOUNT

FOR PROFESSIONAL AND LEGAL SERVICES:

Representation for JEM Productions Limited
Partnership in an Application for a cons-
truction Permit for a New FM Station on
Channel 289A in Baldwin, Florida

Additional Fee:

For Additional Hours spent for Filing Opposition
to petition to Enlarge Issues Against JEM by other
applicants and other petitions and to take care of
other matters before and after the comparative hearing.
The proceedings and pleadings to be filed to the FCC
before and after the comparative hearing were so numerous
that the law firm has spent much more than expected.

40 Hours @ \$125.00

\$ 5,000.00

RONALD RAY AUSTIN
ATTORNEY AT LAW
201 W. UNION STREET
JACKSONVILLE, FLORIDA 32202
(904) 358-2637

April 12 1990

Ms. Joyce Morgan

2372 Pacific Silver Drive

Jacksonville, Florida 32216

PD 5-15-90
Check # 1075

FOR PROFESSIONAL SERVICES

Re: Review of JEM Productions Limited Partnership Agreement

Services Provided	Date	Time Expended (in hours)
-------------------	------	-----------------------------

Consultation	4/9/90	.4
--------------	--------	----

Limited Partnership Agreement Analysis	4/11/90	1.2
---	---------	-----

Draft of Legal Opinion	4/12/90	.6
------------------------	---------	----

2.2 hours

Normal Hourly Rate \$100.00 X 2.2 Hours=\$220.00
Professional Courtesy - 50.00

FOR PROFESSIONAL SERVICES:

Page 2 of 2

Total Amount Due \$170.00
Upon Receipt

U The Florida Times-Union

ONE RIVERSIDE AVENUE • P. O. BOX 1949 • JACKSONVILLE, FLORIDA 32231 • (904) 359-4111

Joyce Morgan 6780 Arrowroot Drive
 Jacksonville, Ge 32244

Receipts given and advertising copy received subject to review, revision and approval by Florida Publishing Company and other conditions on rate card.

acct no: 415386

ad no: 607806

[illegible]

DA437

PLEASE RETURN THIS STATEMENT WITH REMITTANCE TO ASSURE PROPER CREDIT

The Florida Times-Union

ONE RIVERSIDE AVENUE • P. O. BOX 1949 • JACKSONVILLE, FLORIDA 32231 • (904) 359-4111

Joyce E. Morgan

2372 Pacific Silver Dr.

Jacksonville, FL 32216

Receipts given and advertising copy received subject to review, revision and approval by Florida Publishing Company and other conditions on rate card.

Acct#415664

Ad# 35977

[illegible]

DA437

PLEASE RETURN THIS STATEMENT WITH REMITTANCE TO ASSURE PROPER CREDIT



The Florida Times-Union

ONE RIVERSIDE AVENUE • P. O. BOX 1949 • JACKSONVILLE, FLORIDA 32231 • (904) 359-4111

Joyce Morgan

2372 Pacific Silver Dr.

Jacksonville, FL 32216

359-4317

P.O. Box 1949-F

Vicki Evans

Receipts given and advertising copy received subject to review, revision and approval by Florida Publishing Company and other conditions on rate card.

Acct# ~~###66#~~ 415664

Ad# 34333

DATE		LINES	INCHES	TIMES	RATE	AMOUNT	TOTAL AMOUNT
Dec. 28	TU legal		1.25	1	31.68		39 60
Dec. 29	"		1.25	1	31.68		39 60
Jan. 4	"		1.25	1	31.68		39 60
Jan. 5	"		1.25	1	31.68		39 60
Jan. 11	"		1.25	1	31.68		39 60
Jan. 12	"		1.25	1	31.68		39 60
							237 60

DA437

PLEASE RETURN THIS STATEMENT WITH REMITTANCE TO ASSURE PROPER CREDIT

SALVADOR A. SERRANO

AM • FM • TV Broadcast Consultants
P. O. Box 7371 McLean, VA 22106 (703) 734-0477

BILLING STATEMENT

DATE: JULY 12, 1991
ACCOUNT NUMBER: BPH891214ND
AMOUNT DUE: \$ 1,000.00
PAYMENT DUE DATE: A S A P

CLIENT:

JEM PRODUCTIONS, LIMITED PARTNERSHIP
C/O JOYCE E. MORGAN, SOLE GENERAL PARTNER
1420 VANDERBILT WEST #1303
FORT WORTH, TEXAS 76120

DESCRIPTION OF PROFESSIONAL SERVICES RENDERED**AMOUNT**

RETAINER:	\$ 1,000.00
BROADCAST CONSULTANT SERVICES, PREPARE APPLICATION FOR CONSTRUCTION PERMIT FOR NEW FM BROADCAST STATION FOR BALDWIN, FLORIDA CHANNEL 289A. APPLICATION FILED WITH FEDERAL COMMUNICATIONS COMMISSION ON DEC. 14, 1989.	

BALANCE: \$ 1,000.00

Please make payable to: Salvador A. Serrano

JEM PRODUCTIONS, LTD
Joyce E. Morgan

1420 Vanderbilt West #1303
Fort Worth, TX 76120

August 14, 1991

Mr. Salvador A. Serrano
Broadcast Consultants
P.O. Box 7371
McLean, VA 22106

Dear Salvador:

I appreciate the excellent job that you did with my
F-C-C application..and I appreciate even more your patience.

Enclosed is a check for \$1,000.00 for service rendered.

Thank you.

Sincerely,

Joyce E. Morgan
Joyce E. Morgan

1137

JOYCE E. MORGAN
1420 VANDERBILT W., NO. 1303 817-654-8322
FORT WORTH, TX 76120

Aug 14, 1991

32-3/1118

Pay to the
Order of

Mr. Salvador Serrano

\$ 1000.00

One thousand and no/100 Dollars

NCNB

NCNB Texas National Bank
Fort Worth East Building Center 474
5851 East Lancaster
Fort Worth, Texas 76122

REWARD PLUS

For *Engineering Consulting*
FCC Application
⑈111000025⑈1137⑈5964037925⑈

Joyce E. Morgan

EXHIBIT 4

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 27th day of October, 1991, by and between Peaches Broadcasting, Ltd. ("Peaches") and Northeast Florida Broadcasting Corp. ("NEF").

W I T N E S S E T H:

WHEREAS, Peaches and NEF have pending before the Federal Communications Commission ("FCC") mutually exclusive applications for a construction permit to construct and operate a new FM radio station on Channel 289A in Baldwin, Florida; and

WHEREAS Peaches and NEF believe that it would serve the public interest to avoid the need for additional costly and protracted litigation, to conserve the resources of the FCC, and expedite the inauguration of the first FM radio service to be licensed to Baldwin, Florida; and

WHEREAS, prior FCC approval is required to give effect to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties, intending to be legally bound, do hereby agree and contract as follows.

1. Dismissal of Application. NEF shall request the dismissal with prejudice of its application (File No. BPH-891214NA) for a construction permit for Channel 289A, Baldwin, Florida, and pursuant to a grant of that request, shall dismiss its application.

2. Consideration. In exchange for the dismissal of NEF's application, and subject to the terms and conditions specified herein, Peaches shall pay to the Rubin, Winston, Diercks & Harris Escrow Account, for the benefit of NEF, the sum of Fifty Thousand Dollars (\$50,000.00).

3. Payment. Payment of the Fifty Thousand Dollars (\$50,000.00) from Peaches as described in paragraph 2 above shall be made within five days following the date on which an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, Douglas Johnson, and JEM Productions, Limited Partnership respectively, shall become a Final Order or Final Orders. Peaches and NEF agree that an Order becomes a Final Order forty days following its release date, absent the filing of a request for reconsideration or review, and absent reconsideration or review on the FCC's own motion. To secure payment to NEF under this Agreement, Peaches shall cause to be deposited the sum of Fifty Thousand Dollars (\$50,000.00) ("Escrow Funds") into the David Honig, Esq. and James Winston, Esq., Baldwin, Florida Escrow Account ("Escrow Account"). The escrow agents shall be David E. Honig and James L. Winston ("Escrow Agents"). The Escrow Agents shall place the Escrow Funds in the Escrow Account no later than Noon Eastern Time on November 1, 1991, and shall thereupon provide NEF with a facsimile copy of the deposit slip reflecting the placement of the Escrow Funds in the Escrow Account. In the event that the Escrow Funds are not timely deposited, NEF, after giving written notice to Peaches, may terminate this Agreement. Any interest accruing on the Escrow Funds shall be payable and distributed to Peaches at such times as Peaches may request the same of the Escrow Agents in writing. Within five days following the date on which an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving

settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, Douglas Johnson, and JEM Productions, Limited Partnership respectively, shall become a Final Order or Final Orders, the Escrow Agents shall cause the Escrow Funds to be released and delivered to the Rubin, Winston, Diercks & Harris Escrow Account, for ~~the benefit of NEF.~~ ^{Distribution to PA} In the event that the conditions for payment specified in paragraph 5 of this Agreement are not met, the Escrow Agents shall, at Peaches' option, cause the Escrow Funds to be released and delivered to Peaches. Likewise, in the event that the FCC issues an order disapproving this Agreement and the parties do not submit within thirty (30) days thereof a revised Settlement Agreement to the FCC for approval in accordance with the provisions of paragraph 4, infra, of this Agreement, the Escrow Agents shall cause the Escrow Funds to be released and delivered to Peaches. ✓

4. FCC Approval. The provisions of this Agreement are subject to the approval of the FCC. The parties agree to file with the FCC a joint request for approval of this Agreement and other supporting documents, in proper form, required by Section 73.3525 of the FCC's rules or other rules or policies which may be applicable. Said request shall be filed no later than November 1, 1991. Should any supporting documentation not be ready for filing at that time, such documentation shall promptly be filed by the party or parties involved as a supplement to the joint request. The parties also agree to promptly take such other and further actions as may reasonably be required to carry out the purpose, terms and conditions of this Agreement. The parties agree that should the FCC issue an order disapproving this Agreement, the parties shall in good faith make individual and joint efforts to

resolve all objections in order to resubmit this Agreement for approval within thirty (30) days of the issuance of said order. In addition to the other covenants set forth in this Agreement, Peaches and NEF each hereby agree that they shall take no action, either individually or in conjunction with any other party, of any kind that is inconsistent with or that in any way hinders, obstructs or delays the approval of this Agreement.

5. Conditions Precedent. This Agreement and the rights and obligations of both parties hereunder are subject to and contingent upon the issuance by the FCC of an Order or Orders granting Peaches' application, approving this Settlement Agreement, and approving settlement agreements between Peaches and Charley Cecil and Dianna White d/b/a White Broadcasting Partnership, Douglas Johnson, and JEM Productions, Limited Partnership respectively, which Order or Orders shall have become a Final Order or Final Orders (as described in ¶3 herein) by May 1, 1992. Should this condition not be fulfilled, and should the parties not agree in a signed writing to extend that date, this Agreement shall terminate and the parties shall return to the status quo ante.

6. Declarations. Appended to this Settlement Agreement as Exhibits 1 and 2 respectively are the declarations under penalty of perjury of principals of Peaches and NEF in compliance with 47 CFR §73.3525 of the FCC's Rules relating to consideration in exchange for dismissal of an application.

7. Indemnity. Peaches and NEF each individually agree to indemnify and hold the Escrow Agents harmless against any loss, claim, damage, liability, or expense incurred in connection with any action, suit, proceeding, claim or alleged liability arising